

Salgaonkar

MANDIRA MILIND
SALGAONKAR

Digitally signed by MANDIRA
MILIND SALGAONKAR
Date: 2025.12.22 19:53:01 +0530

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO.7694 OF 2025**

IN

COMMERCIAL ARBITRATION PETITION NO.246 OF 2023

Direct Logistics and Exports .. Applicant
Company Limited

Versus

Infinity Global Supply Chain Limited .. Respondent

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Ms.Kavisha Shah i/b India Law Alliance for the Applicant.

Mr.Gourav Shetye for the Respondent.

CORAM: BHARATI DANGRE, J.

DATE : 19th DECEMBER, 2025

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P.C:-

1. Interim Application No.7694 of 2025 is taken out in disposed of Section 9 Petition. It is informed that the parties took the dispute to the sole Arbitrator and the Consent Terms were executed between the parties before the Arbitrator, with a specific understanding arrived at. The Consent Terms record thus :-

(iii) The parties agree that the Claimant has deposited USD 100,000/-. Out of the above, USD 60,000/- has been deposited with the Respondent. The balance USD 40,000/- have been deposited in the Hon'ble Bombay High Court. Parties agree that the storage charges referred to above will be adjusted from the amount deposited above."

2. In clause 6, the consensus arrived between the parties is recorded in the following terms :-

“(vi) Parties agree that the Claimant will be entitled to apply for refund of the balance amount remaining out of USD 40,000/, if any, (either to the Respondent and/or to the Hon'ble Bombay High Court) within 2 weeks from the date of re-export of the consignments after following the above procedure. Parties agree that as regards any application for refund made to the Hon'ble Bombay High Court will include the interest accrued on the original deposit of 40,000 USD upto the date of the payment to the Claimant. Refund of any part of the 60,000 USD (if any) shall be made directly by the Respondent to the Claimant after adjustment of rent within 10 days of re-export. No claim for interest on the said 60,000 USD or any part thereof, shall be made by the Claimant.”

3. The present Application is filed in the wake of the aforesaid Consent Terms, seeking withdrawal of a sum of USD 40,000/-, deposited with the Prothonotary and Senior Master alongwith the interest accrued thereon.

4. Since the dispute between the parties is resolved and the Consent Terms have been arrived at, which are accepted by the learned Arbitrator, the Application is made absolute in terms of prayer clause (a), by permitting the Applicant to withdraw the amount deposited with the Prothonotary and Senior Master alongwith interest accrued thereon, on presenting proper authorisation from the Applicant.

5. Interim Application stands disposed of.

(BHARATI DANGRE, J.)